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Union: **Palmyra-Macedon Faculty Association**

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Palmyra-Macedon Central School
District And Palmyra-Macedon
Faculty Assn

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CONTRACTUAL AGREEMENT

BETWEEN THE

PALMYRA-MACEDON CENTRAL SCHOOL DISTRICT

PALMYRA, NEW YORK

AND THE

PALMYRA-MACEDON FACULTY ASSOCIATION

July 1, 1997 - June 30, 1998

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED**

FEB 23 1998

CONCILIATION

203

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Palmyra-Macedon Central School District and the professional employees of the School District represented by the Palmyra-Macedon Faculty Association and so that the cause of public education may best be served in the School District.

ARTICLE I

RECOGNITION

The Board of Education of Palmyra-Macedon Central School District being assured that the Palmyra-Macedon Faculty Association is supported by a majority of the professional staff hereby reaffirms its recognition of the Palmyra-Macedon Faculty Association as the exclusive negotiating agent for its members.

ARTICLE II
DEFINITIONS

As used in the Agreement the following terms shall have the respective meanings set forth below:

- A. "Association" means the Palmyra-Macedon Faculty Association.
- B. "Board" means the Board of Education of the School District.
- C. "School Year" means the period commencing on July 1 each year and ending on June 30 of the next year.
- D. "Member" means anyone eligible for membership in the Association.

ARTICLE III

NEGOTIATION PROCEDURE

- A. Parties agree to begin to negotiate a renewal of this contract before January 1, 1998.
- B. If the Board and Association fail to reach agreement on a new contract either party may notify the New York State Public Employment Relations Board (PERB) that an impasse exists. One copy of the notice will be filed with PERB. Copies shall be served on all other parties.
- C. The Board will not unilaterally change terms or conditions of employment during the term of this contract.
- D. The Board will not negotiate with any member, teachers group, or organization other than the Association during the term of this contract.
- E. Copies of this agreement will be printed by the Board and will be distributed to all professional staff within two weeks of execution. Copies will be furnished all new professional employees at the time they are hired.

ARTICLE IV

ADMINISTRATIVE RIGHTS

The Association recognizes the existence of administrative rights as they have existed in the past.

ARTICLE V

DUE PROCESS FOR TEACHERS

- A. No tenured employee shall be dismissed except for just cause.
- B. By this agreement, the Association waives, on behalf of all unit members, the rights accorded teachers serving on tenure under Section 3020-a of the Education Law, and the procedure established by this article shall constitute the exclusive procedure for resolving matters pertaining to discipline or discharge of teachers initiated by the administration of the school district.
- C. If the District desires to discipline a teacher by imposition of a reprimand, fine, suspension without pay, or dismissal, the following procedure will apply:
1. The Superintendent of Schools shall give the teacher written notice (a) of the grounds constituting just cause for the discipline, and (b) of the discipline to be administered.
 2. The teacher shall have the right to demand arbitration of the discipline by serving a written demand on the Superintendent of Schools within fourteen (14) school days of service upon the teacher of the written notice as prescribed in one (1) above. If the teacher does not appeal within (14) school days of service, then the teacher waives all rights to appeal and accepts the proposed discipline.
 3. Should the District choose to impose a suspension prior to an arbitration hearing, such suspension shall be with pay in accordance with the law in effect at the time of suspension. In a case involving the failure to possess adequate or appropriate certification, or in a case involving conviction of an offense, misdemeanor or felony the employee may be suspended without pay.
 4. In the event an employee's certification is revoked by the Commissioner of Education or the State of New York, the employee shall be dismissed from employment without the need for a hearing, providing a certified copy of the revocation is filed with the Clerk of the Board of Education.
- D. The Arbitrator shall be selected pursuant to the rules of the American Arbitration Association. The parties agree to set up a date as quickly as possible without undue delay. Expedited arbitration may be used if both parties agree.
- The costs of the arbitration shall be equally borne by the District and the Association. The decision of the arbitrator shall be final and binding.

ARTICLE VI

GRIEVANCE PROCEDURE

Definitions

- A. For the purpose of this Agreement, a "grievance" shall be defined as a dispute or controversy between a teacher, more than one teacher, or the Association and the Board, based upon a claimed violation, misinterpretation, or misapplication of the terms of this agreement.
- B. An "aggrieved person" is the party or parties making the claim.
- C. A "party in interest" is the party or parties initiating the grievance, or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
- D. A "supervisor" is the person having the supervisory responsibility for the area in which the grievance originates.

Purpose

- A. The purpose of this procedure is to resolve grievances equitably and expeditiously. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing herein contained shall be construed as limiting the right of any individual teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association. In any case where the issue raised by the grievance affects a group or class of teachers and involves the interpretation of this Agreement, the Association shall be notified of the grievance and be given the opportunity to state its views and to participate in the procedures outlined below.

Procedure - Time Limits

- A. All time limits set forth in this Article shall be strictly adhered to unless the parties agree to an extension of such time limits in writing in one or more steps. In the event there is a violation of any of the time limits by the Association, the grievance shall be declared null and void. In the event there is a violation of any of the time limits by a Board representative or the Administration, the grievance may be advanced to the next applicable step of the grievance.
- B. In the event a grievance is filed at such time that it cannot be processed through all the stages in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Procedure - Stages

- A. Stage One: Supervisor

ARTICLE VI CONT'D.

1. A teacher having a grievance will discuss it with his supervisor, either directly or through a representative, with the objective of resolving the matter informally. In order to be timely, a grievance must be initiated at Stage One within thirty (30) school days after the aggrieved person knew or should have known of the act or conditions on which such grievance is based. The supervisor will confer with all parties in interest and will make a decision only after having done so. The supervisor will make his decision within five (5) school days of the discussion of the grievance. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.

2. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor within five (5) school days after the supervisor's oral decision has been rendered. Within five (5) school days after the written grievance is presented to him, the supervisor shall render a written decision thereon, and shall present it to the teacher, his representative and the Association.

B. Stage Two: Superintendent

1. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage One and wishes to proceed further under this grievance procedure, the teacher shall within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration.

2. If the Grievance Committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage One with the Superintendent within ten (10) school days after the teacher has received such written decision. Copies of the written decision at Stage One shall be submitted with the appeal.

3. Within ten (10) school days after receipt of the appeal, the Superintendent or his duly authorized representative shall hold a hearing with the teacher and the Grievance Committee or its representative and all other parties in interest.

4. The Superintendent shall render a decision in writing to the teacher, the Grievance Committee and its representative within ten (10) school days after the conclusion of the hearing.

C. Stage Three: Board of Education

1. If the teacher and the Association are not satisfied with the decision at Stage Two, the Grievance Committee will file an appeal in writing with the Board of Education within ten (10) school days after receiving the decision at Stage Two. The official grievance record maintained by the Superintendent shall be available for the use of the Board.

2. Within ten (10) school days after receipt of an appeal, the Board shall hold a hearing on the grievance. The hearing may be conducted in executive session, if either party so desires and if permitted by law.

3. Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

D. Stage Four: Arbitration

1. After such hearing, if the teacher and/or Association are not satisfied with the decision at

Stage Three, the Association may submit the grievance to arbitration by written notice to the Board of Education within ten (10) school days after the decision at Stage Three.

2. Within five (5) school days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

3. The selected arbitrator will hear the matter promptly and will issue his decision as soon thereafter as is practicable. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues.

4. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or regulation having the force and effect of law or which is violative of the terms of this Agreement.

5. The decision of the arbitrator shall be binding upon all parties.

6. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

ARTICLE VII

DUES DEDUCTIONS

A. The Board agrees to deduct monies from the salary of employees who have authorized the payment of dues to the Palmyra-Macedon Faculty Association, and to transmit such monies monthly to the Faculty Association Treasurer.

B. Authorization for such deductions shall be in writing on a Dues Deduction Form provided by the Association, signed by the individual and placed on file prior to the twentieth (20th) day of September. This authorization shall be considered a permanent authorization for the deduction of Association dues for the duration of the individual's employment in the District unless and until the individual notifies the Business Office in writing that he no longer wishes dues to be deducted. The Association shall submit a list of new members for whom dues shall be deducted, and a Dues Deduction Form for those who do not have the same on file. Deductions will commence with the second paycheck of the school year and shall continue in twenty (20) installments.

C. Members new to the District and those employees currently employed in the District who sign Dues Deduction Forms after September 20 shall have dues deducted in equal installments.

D. The District shall check-off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the Bargaining Unit. Such signed authorization may be discontinued at the end of its term upon written notice by the unit member to the District. The District shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Plan and the Palmyra-Macedon Faculty Association with a list of all unit members from whose salaries such deductions have been made.

E. The district will honor member's requests for payroll deductions for the purposes of savings and/or loan repayment to the Wayne County Teachers Association Federal Credit Union. The Association or the Credit Union will provide suitable forms for the use of teachers to authorize deductions. The business office will forward all deductions to the Credit Union monthly.

F. The Association shall indemnify and save the Board harmless from any and all manner of claims, demands, suits, actions or other forms of liability which may arise against the Board out of or by reason of the deductions provided for hereunder, the payment of the same to the Association, or any other action taken or not taken by the Board, including any liability relating to the form of the Dues or Payroll Deduction Form.

ARTICLE VIII

MISCELLANEOUS

- A. The Board shall send five (5) copies of the minutes of each of its meetings to the Association President.
- B. In the event of conflict with existing Board policies, this Agreement shall take precedence.
- C. This Agreement cannot be changed, amended, or modified unless by mutual consent of both parties.
- D. If any of the provisions of this Agreement are or at any time become contrary to law, then such provisions shall not be applicable or performed or enforced except to the extent permitted by law and any substitute provision shall be subject to appropriate negotiation as herein provided between the parties.
- E. In the event that any provision of this Agreement is, or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.
- F. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE IX

TEACHER HOURS

- A. The work day for teachers shall be seven and one quarter (7.25) hours per day. Teachers shall be in their assigned rooms whenever pupils are normally expected to be there.
- B. Teachers are required to attend faculty meetings called by the Administration. These are to be scheduled five (5) days in advance whenever possible. They should be concluded within one hour. Teachers having activities scheduled with student groups will normally be excused. Teachers will have a thirty (30) minute duty-free lunch period during which they are not required to remain in the building.
- C. Approval for absence from assigned building must be obtained from the building principal.
- D. Middle School and Senior High School teachers shall establish regular times during which they will be available to give students individual help and counsel after regular classroom session hours. These times should be announced to pupils and shall be posted in each teacher's room and recorded in the school office.
- E. It is the teacher's responsibility to meet with parents who desire a conference. Problems encountered in scheduling of such conferences shall be reported to the building principal.

ARTICLE X

TEACHING LOAD

- A. Teachers who will be affected by a change in assignment in the elementary school and by changes in subject assignment in the secondary school will be notified and consulted by their principals as soon as practicable and under normal circumstances by June 1.
- B. Teachers in grades 6 through 12 will have 30 minutes free from responsibility to eat lunch and one other free period during the day.
- C. Elementary teachers (K—5) will have the 30 minute duty free lunch period and one planning period.

ARTICLE XI

WORK YEAR

The work year for teachers shall consist of a maximum of 186 work days. The Board will provide the Association with the tentative school calendar as soon as it becomes available. The Association will be promptly notified of any changes to be made in the school calendar.

ARTICLE XII CONT'D.

B. 1997-1998 School Year

STEP	SALARY
1	\$29,000.00
2	\$29,355.00
3	\$30,179.00
4	\$30,895.88
5	\$31,438.69
6	\$31,782.71
7	\$32,109.22
8	\$32,616.72
9	\$33,109.35
10	\$34,442.17
11	\$35,987.17
12	\$36,811.17
13	\$37,779.37
14	\$38,774.35
15	\$40,141.16
16	\$41,700.58
17	\$43,307.38
18	\$45,022.33
19	\$46,715.65
20	\$48,176.19
21	\$50,000.00

For the 1997-98 school year, each returning full time member of the negotiating unit who is above step 21 in base salary shall receive an increase of at least three (3%) percent or a maximum of \$1,650.00 above the amount he or she received for base salary in the 1996-97 school year in accordance with years of service and procedures mutually agreed upon between the parties.

An additional twenty-three dollars and seventy-five cents (\$23.75) for each hour of graduate credit for the first thirty hours, thirty-three dollars (\$33.00) per hour for thirty-one to sixty hours and forty-one dollars and fifty cents (\$41.50) dollars per hour for sixty-one to ninety hours.

Additional pay for graduate work beyond the first thirty hours must have prior approval of the Superintendent, subject to Internal Revenue Service guidelines.

Individuals possessing a Master's Degree will receive an additional five hundred and twenty-six dollars (\$526.00). It is also possible for Master's Degree recipients to receive a two hundred and sixty-three (\$263.00) pay adjustment when the degree is granted at midyear.

Applications for graduate credit pay should be made by February for the following school year. However, applications will be honored until July 31 of the year in which pay is to be received.

ARTICLE XII Cont'd.

C. Step Placement for Salary Schedules

The step numbers on the salary schedules included in this agreement for the school year 1997-98, do not represent actual years of accumulated experience for members of the negotiating unit.

D. The prior service record of a teacher hired by our district will be evaluated by the Superintendent in order to determine the appropriate salary step to which a teacher will be assigned. Full or partial credit may be given for prior teaching experience. Credit will be given for experience in the Armed Forces or in any other related governmental programs up to a maximum of three years. Beyond that is at the discretion of the Superintendent. Based upon a review of the prior experience record, full or partial credit may be given for employment in other areas of endeavor. The teacher's placement on the salary schedule will be determined by mutual agreement between the Superintendent and the new employee. The limits for an annual salary will not be less than or greater than the existing salary schedule.

E. A dependent child of a member of the negotiating unit shall be permitted to attend classes in the Palmyra-Macedon School District for grades K-12 without the payment of tuition providing that an educational program or placement for the child and space are available. In the event that the cost of tuition for the child would be in excess of the cost of tuition for a regular program placement, the member of the negotiating unit will be required to pay the difference between the regular tuition rate and any additional tuition costs.

ARTICLE XIII

PUPIL PERSONNEL SERVICES STIPENDS

A. Ratio Personnel

1. Ratio personnel in the Palmyra-Macedon Central School District are those individuals (counselors and psychologists) who are paid a "ratio" amount of money above a regular teachers salary in consideration of additional duties performed. Guidance Counselors and School Social Workers will receive a ratio of .125 (12.5%). School Psychologists will receive a ratio of .15 (15.0%)

a. Ratio personnel are expected to work a 191 day work year.

1. Ratio personnel are expected to work all regularly scheduled teacher work days (186 days).

2. Ratio personnel are expected to work an additional five work days (5 days) per year between September 1 and June 30. These days are to be scheduled in cooperation with the employees immediate supervisor and must be approved by the Superintendent. Generally speaking, they will occur before the first regular school day and after the last regular school day each year.

Psychologists may work these five (5) days during the summer months.

3. In the event school is closed by the Superintendent (i.e. inclement weather, mechanical failure, etc.), ratio personnel are expected to make up the days missed. Thus, each individual is expected to work a full 190 work days per year.

b. Occasionally ratio personnel will need to work beyond the regular 7 1/4 hour work day.

1. Late afternoon meetings are sometimes required because of parent conferences, CSE meetings, meetings with administration or others, etc.

2. Evening meetings are sometimes required because of parent orientation meetings, parent/teacher workshops, etc.

ARTICLE XIII CONT'D.

B. Special Education Stipends

Teachers hired in the following tenure areas will be paid an additional stipend as indicated:

Education of Children with Handicapping conditions - General Special Education - \$300

Education of Children with Handicapping conditions -education of speech and hearing handicapped children - \$400

ARTICLE XIV

EXTRA ACTIVITY PAY SCHEDULE

Coaching Salary Schedule - 1997-98

A. All coaching activities are to be compensated at a rate which reflects the nature of the activity and the experience of the coach. Rates are indicated below as a percentage of the salary of a Level I coach. The salary of a Level I coach shall be as follows:

Step 1 (1-3 years)	10% of Base Salary (see Art. XII B)
Step 2 (4-6 years)	12% of Base Salary
Step 3 (7 or more years)	14% of Base Salary

B. Coaches shall receive step credit for coaching experience in a given sport or activity as follows:

1. Any coach moving to a higher level of a sport shall receive one (1) year credit for every two years previous experience in that sport.
2. Varsity experience in that sport or activity will count on all levels.
3. Experience outside the district in that sport or activity shall be counted, consistent with 1 & 2 above.

Sport	%	Position	Step 1	Step 2	Step 3
Football	100	Varsity	2,900	3,480	4,060
	75	Jr. Varsity	2,175	2,610	3,045
	70	Asst. V.	2,030	2,436	2,842
	70	Asst. V.	2,030	2,436	2,842
	50	Asst. JV	1,450	1,740	2,030
Basketball	100	Varsity	2,900	3,480	4,060
	75	Jr. Varsity	2,175	2,610	3,045
	70	Asst. Varsity	2,030	2,436	2,842
	60	Freshman	1,740	2,088	2,436
	50	Eighth Grade	1,450	1,740	2,030
	40	Seventh Grade	1,160	1,392	1,624
	40	Seventh Grade	1,160	1,392	1,624
Wrestling	100	Varsity	2,900	3,480	4,060
	75	Jr. Varsity	2,175	2,610	3,045
	50	7th & 8th Grade	1,450	1,740	2,030
Soccer, Boys	75	Varsity	2,175	2,610	3,045
	55	Jr. Varsity	1,595	1,914	2,233
	50	Eighth Grade	1,450	1,740	2,030
	40	Seventh Grade	1,160	1,392	1,624
Soccer, Girls	75	Varsity	2,175	2,610	3,045
	55	Jr. Varsity	1,595	1,914	2,233
	50	Jr. High "A"	1,450	1,740	2,030

	40	Jr. High "B"	1,160	1,392	1,624
Track, Boys	75	Varsity	2,175	2,610	3,045
	55	Asst. Varsity	1,595	1,914	2,233
	50	7th & 8th	1,450	1,740	2,030
Track, Girls	75	Varsity	2,175	2,610	3,045
	55	Asst. Varsity	1,595	1,914	2,233
	50	7th & 8th	1,450	1,740	2,030
Baseball, Boys	75	Varsity	2,175	2,610	3,045
	55	Jr. Varsity	1,595	1,914	2,233
	50	Jr. High	1,450	1,740	2,030
Basketball, Girls	100	Varsity	2,900	3,480	4,060
	75	Jr. Varsity	2,175	2,610	3,045
	70	Asst. Varsity	2,030	2,436	2,842
	50	Eighth Grade	1,450	1,740	2,030
	40	Seventh Grade	1,160	1,392	1,624
Tennis	75	Varsity	2,175	2,610	3,045
	55	Jr. Varsity	1,595	1,914	2,233
Tennis, Fall	50	Varsity	1,450	1,740	2,030
	40	Jr. Varsity	1,160	1,392	1,624
Cross Country	50	Varsity	1,450	1,740	2,030
Ski Racing Team	60		1,740	2,088	2,436
Golf	50		1,450	1,740	2,030
Volleyball	75	Varsity	2,175	2,610	3,045
	55	Jr. Varsity	1,595	1,914	2,233
	50	Modified 7th & 8th	1,450	1,740	2,030
Softball, Girls	75	Varsity	2,175	2,610	3,045
	55	Jr. Varsity	1,595	1,914	2,233
Cheerleading	50	Fall Soccer	1,450	1,740	2,030
	50	Fall Football	1,450	1,740	2,030
	50	Winter Basketball	1,450	1,740	2,030
	50	Winter Wrestling	1,450	1,740	2,030
Swimming Boys Var.	90		2,610	3,132	3,654
Swimming Girls Var.	75		2,175	2,610	3,045
Swimming	40	Modified Co Ed	1,160	1,392	1,624
Swimming Girls Diving	55		1,595	1,914	2,233
Asst.					
Swimming	30	Asst. Modified - Life Guard	870	1,044	1,218
Swimming Boys Diving	60	Asst. Modified - Life Guard	1,740	2,088	2,436
Asst.					

A. All coaching activities are to be compensated at a rate which reflects the nature of the activity and the experience of the coach. Rates are indicated below as a percentage of the salary of a Level I coach. The salary of a Level I coach shall be as follows:

Step 1 (1-3 years)	10% of Base Salary (see Art. XII B)
Step 2 (4-6 years)	12% of Base Salary
Step 3 (7 or more years)	14% of Base Salary

B. Coaches shall receive step credit for coaching experience in a given sport or activity as follows:

1. Any coach moving to a higher level of a sport shall receive one (1) year credit for every two years previous experience in that sport.

2. Varsity experience in that sport or activity will count on all levels.

3. Experience outside the district in that sport or activity shall be counted, consistent with 1 & 2 above.

B. Intramurals 1997-98

1. Middle School (Boys)

- | | |
|-----------------------------|-------|
| 1. One (1) Hour Intramurals | |
| 4-6 weeks | |
| 4 times per week | 294 |
| 2. Two (2) Hour Intramurals | |
| 4-6 weeks | 639 |
| 3. Maximum of | 2,536 |

2. Middle School (Girls)

- | | |
|-----------------------------|-------|
| 1. One (1) Hour Intramurals | |
| 4-6 weeks | |
| 4 times per week | 294 |
| 2. Two (2) Hour Intramurals | |
| 4-6 weeks | |
| 4 times per week | 639 |
| 3. Maximum of | 2,536 |

3. High School

- | | |
|-----------------------------|-------|
| 1. One (1) Hour Intramurals | |
| 4-6 weeks | |
| 4 times per week | 294 |
| 2. Two (2) Hour Intramurals | |
| 4-6 weeks | |
| 4 times per week | 639 |
| 3. Maximum of | 2,536 |

4. Elementary

1. One (1) Hour Intramurals

4-6 weeks

4 times per week 294

2. Two (2) Hour Intramurals

4-6 weeks

4 times per week 639

3. Maximum of 1,520

*Financial Accounting to be provided by the District.

Activities

1. "A" Activities

Marching Band Dir.	HS	\$2,789
Yearbook Advisor*	HS	\$1,854

2. "B" Activities

AFS Advisor	HS	\$ 756
Drama Club Advisor	MS	\$ 928
Drama Club Advisor	HS	\$ 468
Honor Society Advisor	HS	\$1,031
Jazz Band Director	HS	\$1,071
Math Team Advisor	HS	\$ 987
Photo Club Advisor	HS	\$ 416
Student Council	HS	\$2,080
Advisor 1/2		
Student Council	HS	
Advisor 1/2		

3. "C" Activities

Art Club Advisor	MS	\$ 617
Bookstore Advisor	MS	\$ 617
Math Club Advisor	MS	\$ 495
SADD Advisor/Y2Y	HS	\$1,144
School Newspaper	MS	\$ 617
Advisor		
Natural Helpers		\$ 416
Senior Trip Coord.	HS	\$ 915
Senior Trip Coord.	HS	
Ski Club Advisor	HS	\$ 343
Ski Club Advisor	MS	\$ 343
Student Council	MS	\$ 900
Advisor		
Youth to Youth	HS	\$ 0
Future Business	HS	\$ 878
Leaders		
Musical Director	HS	\$2,704
History Jam Coach (2)	EL	\$ 649 (2 at \$324.50 each)
History Bowl		\$ 325
Science Fair Coord.(2)	EL	\$ 649 (2 at \$324.50 each)
Invent America Coord.	EL	\$ 649 (2 at \$324.50 each)
(2)		
Just Say No Club (2)	EL	\$ 649 (2 at \$324.50 each)
Varsity Club	HS	\$ 494
8th Gr Field Trip	MS	\$ 915
Coord		
Computer Video Club	MS	\$ 617

4. Categorical Activities

1. Effective Teaching

Support Team		
District Coord. (1)		\$1,544

Bldg. Coord. (4)	\$1,160
ET Support Team	\$ 773
Members 9 @	

5. Dept. Contact Persons
& Coordinators

A. El and MS English/ Lang. Arts (1 each bldg.)	\$ 714
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Social Studies (1 each bldg.)	\$ 714
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B. High School
Coord.

No. of Tchrs. in
Dept.

1 - 4	\$2,058
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5 - 7	\$2,262
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8 or more	\$2,467
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A department coordinator who is assigned to coordinate the activities of more than one (1) department will receive an additional payment of \$250.00.

6. "C" Activities

Class Advisors

Freshman	\$ 444 each (2 members)
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Sophomore	\$ 668 each (2 members)
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Junior	\$1,092 each (2 members)
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Senior	\$1,664 each (2 members)
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7. Mini-Projects

Individual teachers may prepare activity proposals of a limited duration and cost. Such proposals are to be submitted to the Board of Education for approval through the building principal and the Superintendent. Projects should not exceed \$500. Reasons for disapproval will be given in writing to those making requests. A total of \$500.00 will be made available for mini-projects during the 1996-97 school year.

8. "C" Activities

Chaperones

1. Athletic and dance (HS)	\$34/event
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2. Bus	\$37/event
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3. Head Chaperone - Boys	
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Basketball	\$ 586
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Wrestling	\$ 586
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Football	\$ 488
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9. District Curriculum Coordinators

Effective July 1, 1992, the Board of Education may appoint persons to the position of District Curriculum Coordinator. The rate of compensation shall be \$1,200. The position shall be subject to annual appointment and in the event the District Curriculum Coordinator performs services during the period July 1 - August 31, the Coordinator shall be compensated at the rate of 1/200 of his or her salary. The position of District Curriculum Coordinator is considered separate from the positions identified in C. 5. above.

10. Members of the negotiating unit who perform duties in any of the activities covered within the provisions of Article XIV for less than the duration of the assignment will be paid on a pro-rated basis.
11. The parties agree to develop duty statements for co-curricular and extra-curricular activities.

ARTICLE XV

INTER-SCHOOL TRAVEL

Teachers who are specifically assigned to more than one building in a given day shall be paid a mileage allowance of the I.R.S. rate in effect on July 1, of each school year for travel required by such assignment.

ARTICLE XVI

HEALTH INSURANCE

- A. The school district shall pay ninety percent (90%) of the premiums for Blue Cross/Blue Shield medical insurance coverage, including an outpatient rider, for those teachers electing to join the group plan. The District may avail themselves use of a 105 benefits contribution plan.
- B. In addition, the school district shall pay ninety percent (90%) of the premium for Major Medical insurance coverage. The school district shall have the right to change the major medical carrier provided that the schedule of benefits is substantially equivalent.
- C. The school district shall provide the Blue Shield \$5.00 co-payment prescription rider.
- D. The school district shall provide the dependent student rider.
- E. Teachers retiring from service in this district after July 1, 1969, and hired before September 1, 1982, and who have had fifteen years of experience in this district, shall be eligible to continue receiving health insurance benefits for Blue Cross/Blue Shield medical insurance only. Teachers who are employed subsequent to September 1, 1982 and retiring from service in this district after September 1, 1982 and who have had twenty years of experience in this district, shall be eligible to receive health insurance benefits for Blue Cross/Blue Shield medical insurance only. The rate of contribution by the Board of Education is determined by the year in which a teacher retires. Retirement shall be defined as teachers retiring under the New York State Retirement System.
- F. The employer may substitute another health insurance program for the health insurance benefits presently contained in this article subject, however, to prior negotiations and agreement with the Association on the comparability of such proposed substitute. It is agreed that the Blue Cross/Blue Shield Non-Monroe County Municipal School District Program is a comparable plan.
- In the event the District elects to participate in the Public School District and Municipal Subdivision Rated Plan provided by Blue Cross/Blue Shield Non-Monroe County Municipal School District and should the District's experience rated BC/BS premium exceed the equivalent BC/BS community rated premium, then the District will pay the increase in the teacher contribution toward the premium.
- G. The spouse of a deceased policy holder may continue in the group at his or her own expense if permitted by medical insurance carrier.
- H. The school district shall pay for eligible teachers the full cost of the premium of a dental insurance program providing individual coverage comparable to the Blue Shield Smile Saver Dental Plan, Option 1. In the event negotiations for a successor agreement have not been completed prior to the expiration date specified in Article XXXVI, the school district will continue to pay the premiums at the rate in effect as of the expiration date. Any increase in premiums that are to be effective after the expiration date will be the subject of negotiations. In no event shall the school district be required to pay premium amounts in excess of \$16.48 each month for individual coverage. In the event the school district desires to implement or change to a dental insurance program other than the Blue Shield Smile Saver Dental Plan, Option 1, a committee will be formed consisting of three (3) members appointed by the Superintendent of Schools and three (3)

ARTICLE XVI CONT'D.

members appointed by the President of the Faculty Association. The committee will study the schedule of benefits to determine that it is comparable to the Blue Shield Smile Saver Dental Plan,

Option 1.

I. Flexible Spending Plan

The Board of Education may elect to terminate the flexible spending plan at any time if in the Board's judgment the costs associated with implementing the plan exceed cost savings accruing to the District.

ARTICLE XVII

PERSONAL INJURY BENEFITS

A. Whenever a member is absent from school as a result of personal injury resulting from a job related accident or assault, he will receive full salary less any Workmen's Compensation up to one year from date of injury. No sick leave will be charged for time lost for such situations.

B. The district will reimburse teachers for cost of replacing or repairing dentures, eye glasses, hearing aids, or similar bodily appurtenances not covered by workmen's compensation which are damaged, destroyed, or lost as a result of a distinctly job-related accident or an assault occurring in the course of employment, when the teacher has not been personally negligent with reference to the incident.

C. The district will reimburse teachers for the cost of any clothing or other personal property damaged or destroyed as a result of an assault occurring in the course of employment, when the teacher has not been personally negligent with reference to the incident.

D. In the event of loss of bodily appurtenances, clothing or other personal property, the district shall be entitled upon its request to receive appropriate declarations from the teacher or other proof of loss or damage occurring in the line of duty. Further, appropriate consideration shall be given by all parties for wear, age, deterioration or other depreciation effects in determining the amount of any reimbursable loss of personal property.

ARTICLE XVIII

SICK LEAVE/PERSONAL LEAVE

A. Sick leave/personal leave shall be allowed in the following manner:

18 days per year up to 45 days accumulation

13 days per year over 45 days accumulation

B. Accumulation of sick leave/personal leave shall be unlimited. This has been established by the Board to protect members against possible tragic loss due to long-term illness.

C. Members may use sick leave/personal leave days as follows:

1. Personal illness days - Each member of the instructional staff will have available up to all of his accumulated sick leave/personal leave to be deducted from the individual's accumulated sick leave/personal leave.

2. Family illness days - Each member of the instructional staff will have available up to five (5) days of family illness leave per year to be deducted from the individual's accumulated sick leave/personal leave.

3. Personal days - Each member of the instructional staff will have available up to five (5) personal days per year to be deducted from the individual's accumulated sick leave/personal leave.

a. Personal days must be requested at least one day prior to the absence from the building principal.

b. For any two of such personal days, no written or verbal excuse need be given.

c. A request for additional personal days (up to three) shall be in writing and such requests shall contain a briefly worded reason for the requested absence.

d. Authorization to take personal days will be given by the building principal, depending upon conditions existing in the building at the time the request is made. The request may be rejected if there is an abnormal amount of absenteeism or the request is at the beginning or end of a vacation period or near a scheduled examination time.

e. Additional paid personal days may be granted, subject to the approval of the Superintendent, for the following reasons: birth by a teacher's wife, death in the immediate family, serious illness in the immediate family, or civic responsibility. Such additional personal days, if granted by the Superintendent, will be deducted from the member's accumulated sick leave/personal leave.

ARTICLE XVIII CONT'D.

PHILOSOPHY: This article of the contract has been the most troublesome article to administer to everyone's satisfaction. This fringe benefit should improve faculty morale, but in the process it creates disharmony for some people - not all because of misinterpretation or misreading of the contract by the faculty members and administration. It should be understood that a personal day is not something that is to be used just because personal leave time exists. A teacher should actually screen a request in his mind as to whether or not the instant case requires time off with pay. The district has to pay an additional salary when a teacher is absent: the salary of the teacher plus the salary of a substitute.

The School Board and the Administration recognize the necessity for time off with pay for the professional staff for business or other personal affairs which must be attended to during a school day. It is the general policy of the Board that such absences shall be approved and granted. Personal days cannot be granted to more than ten percent of the staff in any one building, and are not to be taken to extend vacation periods, play golf, or engage in other recreational activities. One of the below authorized personal days may be taken for a member's own wedding.

D. Any money earned while performing civic responsibilities will be given to the school district. The Superintendent may in his discretion, excuse a teacher from his duties to participate in some educational program or activity. A teacher so excused may keep any honorarium associated with such participation. Any days granted by the Superintendent pursuant to this clause will not be deducted from personal leave or sick leave.

ARTICLE XIX

SABBATICAL LEAVE

A. The Board will grant Sabbatical Leaves for the purpose of self-improvement and benefit to the district as follows:

One year at half salary
Half year at full salary

No more than two sabbatical leaves may be granted in one school year.

B. All professional staff members are eligible who have completed six years' service with the district, have permanent certification and are willing to sign an agreement to return to the district for a three-year period after the sabbatical. Failure to fulfill the service commitment will require reimbursement of a prorated share of salary paid.

C. Sabbatical leaves may be granted for:

1. Formal graduate study such leaves require taking twelve credit hours for each half-year of leave.
2. To write a doctoral degree thesis.
3. Independent research approved by the Superintendent.
4. Educational travel approved by the Superintendent.

D. Applications for sabbatical leave must be made to the Superintendent and Association before February 1. All applicants will be notified in writing within thirty days whether leave has been granted. If disapproved, reasons will be given.

E. The Association will appoint a committee to review applications for sabbatical leaves and to recommend action to be taken.

F. Once a sabbatical leave has been granted, any change in the nature of the leave, or in the stated reasons for requesting the leave should be reported to the Superintendent of Schools.

G. The teacher and the Superintendent shall meet to discuss what effect, if any, the change has on such leave.

ARTICLE XX

SICK LEAVE BANK

Teachers shall be permitted to contribute two (2) days of their accumulated sick leave to a "Sick Leave Bank". The teachers will indicate their willingness to participate in this bank by written consent on or before December 15, of the current school year or within ninety (90) days after the effective date of employment, on a form provided by the Superintendent.

Participating teachers may use the sick leave bank under the following conditions:

1. The sick day bank may only be used for serious illnesses or disabilities.
2. The teacher must have contributed two days to the bank.
3. The teacher must have exhausted all of his/her own accumulated sick leave days and there must be a minimum of three (3) days illness prior to the teacher using the bank, all or part of which may be covered by the teacher's own sick leave.
4. There are days available in the sick leave bank.
5. Teachers who use the sick leave bank are expected to return to work at the end of their disability.
6. There shall be a 150 day life time limitation of usage of the sick leave bank for each individual. The beginning date for calculating life time accruals will be July 1, 1985.
7. There shall be a 360 day maximum total usage for each school year.

The days remaining in the sick leave bank at the end of the year will continue for the following year with a balance not to exceed 360 days.

Depletion of the bank to 50 days will result in teachers again contributing two days to continue participation in the sick leave bank.

A committee consisting of a teacher selected by the Association, an administrator, and the Superintendent shall administer the sick leave bank. The committee is authorized by all the participating teachers to request and receive medical verification of illness from the attending physician or other physician of the committee's choice.

ARTICLE XXI

PROFESSIONAL LEAVE

Members of the professional staff who have received tenure shall be permitted to take a leave of absence of not more than one year without pay for professional study.

ARTICLE XXII

LEAVE OF ABSENCE

A. The Board may grant a leave of absence without pay for any reason, for a period not to exceed two years. While on a leave of absence, the member may continue receiving health benefits by paying the premiums normally paid by the Board. All benefits previously accumulated will continue in force for the member.

B. If leave of absence is for infant care, the submission of a doctor's certificate for the period of disability relating to the pregnancy will result in payment by the district of any accrued sick leave for disabilities occurring prior to an unpaid leave of absence.

1. A teacher will be entitled to an unpaid leave of absence for a period not to exceed one (1) year.
2. Return from an unpaid leave of absence pursuant to section B will be at the beginning of a school year.
3. The Superintendent of Schools may, in his discretion, permit a teacher to return at a time other than the beginning of a school year.
4. The Board of Education upon the recommendation of the Superintendent of Schools, may grant an additional one (1) year to the leave of absence provided in section B.

ARTICLE XXIII

NOTICE OF ACCUMULATED SICK LEAVE AND PERSONAL LEAVE

The district shall notify teachers of their accumulated sick leave and personal leave days once each school year not later than August 10. Notification shall be available upon request at other times.

ARTICLE XXIV

VACANCIES AND NEW POSITION

It is the policy of the Board to encourage promotion from within for qualified individuals. New positions and vacated positions shall be posted in the main office of each building and at other appropriate locations at least seven (7) days before applications are due.

Members of the negotiating unit who are currently employed may apply for any position including positions not in the negotiating unit.

ARTICLE XXV

STAFF REORGANIZATION

- A. Members will be involved in the discussion of any proposed staff reorganization. Any member may be represented by the Association or another party.
- B. Elimination of, or substantial change to, any position will be communicated to the members most affected. If a position is terminated and the incumbent has tenure and permanent certification, that person will be offered any available professional employment within the district for which he is qualified.
- C. **IMPACT OF JOB REALIGNMENT:** Whenever teaching positions are realigned, teachers affected by the realignment will be informed and will meet with the building principal, if it is simply a building matter, or will attend a meeting called by the Superintendent, if the matter involves more than one building. The President of the Palmyra-Macedon Faculty Association will be kept informed, either orally or in writing.
- D. The procedures to be followed will be flexible in order to allow the handling of unforeseen circumstances and situations that might arise but cannot be documented presently. The District will conform to existing provisions of law when it lays off, reassigns or recalls teachers.
- E. Even though the district will make every effort to resolve transfers in a harmonious, cooperative spirit and will take into consideration the needs of the individual, the needs of the organization must come first.

ARTICLE XXVI

PAYROLL PROVISIONS

- A. Professional employees will be paid by check every second Friday of the school year. The first pay date for ten (10) month employees shall be the second Friday after school commences in September.
- B. When the regular payday falls on a day school is scheduled to be closed, provisions will be made for advance receipt of checks.
- C. Members of the negotiating unit may select one of two alternative payroll payment methods. The District will provide either twenty-one (21) equal payments or a twenty-six (26) payment plan in which the last paycheck in June would include the equivalent of five-twenty-sixths ($5/26$) of the annual contract salary. Members of the negotiating unit may elect to change payroll payment methods during the month of June preceding the (September to June) school year in which the election is to take effect. New employees must elect the payroll method at the time they are employed.

ARTICLE XXVII

USE OF SCHOOL FACILITIES

A. When pursuing school business, teachers shall be allowed to use school vehicles, if available. Requests for the use of school vehicles should be made through the business office.

B. Teachers who are specifically assigned to more than one building in a given day shall be paid a mileage allowance of the I.R.S. rate in effect on July 1, of each school year, for travel required by such assignment. Secondary insurance coverage, in an amount deemed adequate by the Board, shall be provided for teachers who transport students for school related and approved functions. If school vehicles are not available and if the District requires teachers to travel outside the school district on Superintendent's Conference Days, reimbursement will be made for mileage traveled from the District Office or from the employee's home to the site of the conference and back whichever distance is shorter.

C. Duplicating facilities: The Association shall be granted the use of duplicating facilities for its business, providing such use does not interfere with instruction.

D. Supplies (paper, masters, etc.) will be purchased by the Association. The business office will maintain a running account of materials used by the Association and submit a bill to the Association President at the convenience of the Assistant Superintendent.

ARTICLE XXVIII

ATTENDANCE AT PROFESSIONAL ASSOCIATION MEETINGS

- A. Members will be permitted to attend conferences and workshops held by the American Federation of Teachers, the New York State United Teachers and the Public Employee Relations Board when in the judgment of the administration it will be of benefit to the district.
- B. There will be no loss of pay or benefits from approved attendance. Requests to attend these functions will be directed to the building principal.

ARTICLE XXIX

ASSOCIATION MEETINGS

Association meetings may be scheduled after the completion of the regular program on the days of district workshops.

ARTICLE XXX

ASSOCIATION PRESIDENT

The President of the Association may request time off from teaching duties to conduct Association business. In the event of such time off, the Association will pay the salary of the President. Requests for such time off shall be directed to the building principal.

ARTICLE XXXII

STAFF DEVELOPMENT

Section 1. Mini-Grants

Individual teachers may prepare curriculum proposals, proposals for special class projects requiring the purchase of materials or proposals for educational conferences. Such proposals are to be submitted to the Board for approval through the building principal and the Superintendent. Grants may not exceed \$2,000.00 for educational conferences and \$1,000.00 for other projects. Reasons for disapproval will be given in writing to those making proposals.

Section 2. In-Service and Staff Development Conferences

For the 1996-97 school year the school district agrees to provide \$8,000 for teacher in-service training and teacher conferences. In general, the funds shall be divided with no more than \$5,000 being spent in either category. Unexpended funds will be returned to the District at the conclusion of the school year. This does not prevent the use of money for pre-approved teacher training or conferences during the summer months.

Attendance at conferences and the establishment of in-service training programs will be determined by a committee established by the Palmyra-Macedon Faculty Association. The Committee will consist of five members of the Association: one member from each school plus the President of PMFA or his/her designee. This Committee will review the requests and submit its recommendations to the Superintendent or his designee for approval. Attendance at any given conference or in-service workshop shall require the prior approval of the Superintendent of Schools or his designee.

Section 3. Conferences

Whenever feasible, the District will make direct payments to the vendor for in-service and staff development conferences for approved room, tuition and registration expenses.

ARTICLE XXXIII

CLERICAL AIDES

Each school building shall be staffed so that teachers will have available assistance for clerical duties such as typing, recording data and duplicating. The District will provide services of teacher aides or other appropriate personnel for three (3) hours daily on days school is in session. If any aide's time is not used entirely by the teacher, the aide will be available for such work assigned by the administration.

ARTICLE XXXIV

GENDER

All references to employees or teachers in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees or teachers.

ARTICLE XXXV

DURATION

This agreement shall constitute the commitments between both parties and will remain in force for the duration of the agreement except it may be altered or changed by mutual agreement of both parties. The parties agree that items in this agreement have been discussed during negotiations leading to this agreement, and therefore, agree that negotiations will not be reopened on any item, whether contained herein, or not, during the life of this agreement except on mutual agreement of both parties. This article does not preclude any deemed past practices between the Palmyra-Macedon Faculty Association and the Palmyra-Macedon Central School District. Except as otherwise provided, the effective date of this agreement shall be July 1, 1997 and the agreement shall continue in effect through June 30, 1998.

Ann M. Balthaser
Ann Balthaser, President
Palmyra-Macedon Faculty
Association

James A. Tobin
James Tobin
Superintendent of Schools
Palmyra-Macedon Central
School District

11/6/96
Date

11/12/96
Date

September 4, 1996

Mr. Ruben A. Cirillo
NYS United Teachers
Rochester Regional Office
277 Alexander Street
Rochester, NY 14607

Re: Direct Deposit

Dear Ruben:

The purpose of this side letter is to explain the procedures for implementing a direct deposit program for payroll. The direct deposit will be implemented as soon as feasible after September 1, 1993, and continue in effect subject to the following conditions:

1. Members of the negotiating unit must select the bank they desire to use on or before September 30 of each school year.
2. A minimum of eight (8) subscribers must select a bank before the bank will be eligible for use.
3. The bank(s) selected must have the capability to receive the electronic communications format used by the school district.
4. Once a member of the negotiating unit selects a bank, the selection shall continue in effect during the member's employment with the school district for the remainder of the school year, thereafter from school year to school year unless the member gives written notice to the school district business office prior to July 1.
5. If the number of subscribers to any given bank falls below the minimum number of eight (8) as of July 1 in any school year, the bank will not be eligible for use in the direct deposit program. Affected employees will have until September 30, to select another bank from the list of eligible banks.
6. Newly employed members of the negotiating unit who are first employed after September 1, in any given school year will be permitted to select a bank from the list of eligible banks for direct deposit within thirty (30) days of the effective date of employment.